

**COLLECTIVE AGREEMENT**

between

**VEITH HOUSE**  
(The “Employer”)

and the

**NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**  
(the “Union”)

January 1, 2012 to December 31, 2013

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## ARTICLE 1 - INTERPRETATION AND DEFINITIONS

### 1.01 Definitions

In this Agreement,

- (1) “**Bargaining Unit**” means all full-time and regular part-time employees of Veith House other than those persons excluded by subsection 2 of the Trade Union Act.
- (2) “**Casual employee**” means a person hired on a day-to-day basis or as relief for an employee in the bargaining unit. The Employer shall not employ a person on a casual basis to do work of the sort performed by employees in the bargaining unit where an employee can be appointed to the bargaining unit on a probationary, permanent or term basis.
- (3) “**Day**” except where otherwise provided, means Monday through Friday excluding holidays.
- (4) “**Employee**” means a person who is included in the bargaining unit.
- (5) “**Employer**” means Veith House.
- (6) “**Full-time employee**” means one hired to work the full time hours of work as defined in this collective agreement.
- (7) “**Part-time employee**” means an employee who is hired to work on a regular basis but for less than full-time hours as defined in this collective agreement. A part-time employee shall receive the wage rates and applicable benefits on a pro-rata basis according to their paid hours of work, except as otherwise specified herein. When a regular part-time employee is employed, she will be advised of the number of shifts (hours) she will be expected to work.
- (8) “**Service**” means the total accumulated months of full-time or part-time continuous paid employment, where the employment is either term or regular.
- (9) “**Term employee**” means an employee who is hired to replace an incumbent on an approved leave of absence in excess of six (6) months, but not to exceed one (1) year, unless extended by mutual agreement between the Union and the Employer.
- (10) “**Union**” means the Nova Scotia Government & General Employees Union.

## **1.02 Gender**

Unless any provision of this Agreement specifies otherwise, words importing the feminine gender shall include males and vice versa.

## **ARTICLE 2 - UNION RECOGNITION AND SCOPE OF AGREEMENT**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for the employees covered by this Collective Agreement as described by Certification Order No. 4512 of the Nova Scotia Labour Relations Board.

### **2.02 No Discrimination for Union Activity**

The Union and the Employer agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

### **2.03 No Discrimination**

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on any grounds defined in the Human Rights Act, S.N.S. 1991, c.12, except as authorized by the Human Rights Act, or any other law. These grounds include: age; race; religion; creed; sex; sexual orientation; physical disability or mental disability; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity.

### **2.04 Harassment**

Cases of harassment related to the grounds listed in Article 2.03 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances shall be filed by the aggrieved employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Sexual harassment in the workplace is included in this Clause, and is defined as any sexually oriented practice that undermines a staff person's physical and/or emotional health or job performance, or endangers a staff person's employment status or potential.

### **2.05 Personal Harassment**

Cases of personal harassment shall be a matter for grievance and arbitration. Such grievances may be filed by the aggrieved employee and/or the union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Harassment is defined as deliberate action that ought reasonably to be known as unwelcome by the recipient and which serves no legitimate work-related purpose.

## **2.06 No Compulsory Retirement Age**

There shall be no compulsory retirement age for staff.

### **ARTICLE 3 - APPLICATION**

#### **3.01 Application**

This Collective Agreement applies to and is binding on the Union, the employees, and the Employer.

### **ARTICLE 4- FUTURE LEGISLATION**

#### **4.01 Future Legislation**

In the event that any law passed by the Legislature applying to the employees covered by this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions of the Collective Agreement shall remain in effect for the term of the Collective Agreement.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.01 Management Rights**

- (a) The Union recognizes and agrees that all the rights, powers and authority both to operate and manage Veith House and to manage the workforce are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.
- (b) The Employer reserves the right to delegate any authority under this Agreement.

#### **5.02 Consistent Application**

The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.



### **5.03 Referral to Grievance and Arbitration Procedure**

Should a question arise as to whether the exercise of management's rights is in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

## **ARTICLE 6 - RIGHTS AND PROHIBITIONS**

### **6.01 No Lockout or Strike**

The Employer shall not cause a lockout and an employee shall not strike.

## **ARTICLE 7 - UNION DUES CHECK-OFF**

### **7.01 Deduction of Union Dues**

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the twice-monthly pay of all employees.

### **7.02 Notification of Deduction**

The Union will inform the Employer of the deduction to be made under Article 7.01.

### **7.03 Remittance of Union Dues**

The Employer shall send the amounts deducted under Article 7.01 to the Secretary-Treasurer of the Union by one monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

### **7.04 Tax Form**

For each employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

### **7.05 Liability**

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

## **ARTICLE 8 - UNION INFORMATION**

### **8.01 Bulletin Boards**

The Employer will provide bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, and news items, social and recreational activities.

## **ARTICLE 9 - INFORMATION**

### **9.01 Copies of Agreement**

The Employer agrees to supply copies of the Collective Agreement to:

- (a) each member of the bargaining unit;
- (b) new employees that may join the bargaining unit during the term of the collective agreement.

### **9.02 Letter of Appointment**

Upon hiring or change of status, the Employer shall provide the employee with a letter of appointment indicating the employee's job title, pay rate and employment status, including a designation as to her percentage of full-time hours.

### **9.03 Seniority List**

An updated seniority list shall be posted in the workplace on April 1st each year. The list shall indicate each employee's name, date of hire and, for part-time employees, their hours worked. The Employer shall send a copy of this list to the Union.

### **9.04 Personnel Files**

The President of the Union, or her designate, shall, upon the written authority of an employee and with appropriate notice, be entitled to review an employee's personnel file in the office in which it is normally kept, in order to facilitate the investigation of a grievance.

Employees shall have access to their personnel file as so requested in writing two (2) weeks prior to access.

### **9.05 Evaluation Reports**

The Employer shall apply a standardized process and form for evaluation of employees. Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to review the appraisal. The employee shall sign the evaluation indicating that she has read it. An employee shall receive a copy of an evaluation at the time of signing.

## **ARTICLE 10 - APPOINTMENT**

### **10.01 Professional Association Membership**

The Employer requires that employees eligible for membership in a professional association should join and maintain membership in such an association. Such membership would be subject to provision of Article 21.05.

### **10.02 Probationary Period**

A newly hired employee may be appointed to her position on a probationary basis for a period of three (3) months. Before the end of the probationary period the Employer has the right to extend the probationary period for another three (3) months.

### **10.03 Confirmation of Permanent Appointment**

The Employer shall, after an employee has served in a position on a probationary basis as per Article 10.02, confirm the appointment on a permanent basis.

### **10.04 Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary employee at any time with ten (10) days notice. The reasons for such termination will be given in writing to the employee and the Union not less than 10 days prior to the date of termination.
- (b) Where less notice in writing is given than provided for, employees terminated in accordance with Article 10.04 (a) will continue to receive compensation (that is, pay in lieu of notice) for the number of days prior to the date of termination.
- (c) If the Employer terminates the employee because of willful misconduct or neglect of duty, ten (10) days notice of termination or pay in lieu need not be given.

### **10.05 Permanent Employee**

A permanent employee is one who is hired to work indefinitely on a full-time or part-time basis.

### **10.06 Term Appointment**

- (a) A Term Employee is one who is hired to replace an incumbent on an approved leave of absence in excess of six (6) months, but not to exceed one (1) year, unless extended by mutual agreement between the Union and the Employer.

- (b) Notwithstanding Article **10.06** (a) the Employer may, where it is anticipated that a specific project will exceed six (6) months, but will not exceed two (2) years in duration, appoint on a term basis employees required to carry on the project.
- (c) The Union shall be notified in writing of the expected duration for each term appointment.

#### **10.07 Termination of Term Appointment**

- (a) The Employer may terminate a term employee at any time with ten (10) days notice. The reasons for such termination will be given in writing to the employee and the Union not less than 10 days prior to the date of termination.
- (b) Notwithstanding Article 10.07 (a), the employment of an employee hired to a term appointment shall end at the conclusion of the term.

#### **10.08 Notification of Appointments and Terminations**

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each employee in the bargaining unit within ten (10) days of their occurrence.

### **ARTICLE 11 - TIME OFF FOR UNION BUSINESS**

#### **11.01 Leave Without Pay**

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to employees for union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
- (b) as delegates to attend conventions of the union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for the attendance at meetings of standing Committees.
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour

- (e) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any employee who is granted leave under Article 11.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

### **11.02 Notification to Employer**

The Union shall notify the Employer of the names of the members of the Board of Directors and any other committee members, i.e. stewards, Occupational Health and Safety, Labour-Management in writing.

### **11.03 Biennial Meeting**

- (a) Where operational requirements permit and on reasonable notice, the Executive Director shall grant special leave without pay, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to employees who are elected or appointed as registered delegates to attend the Biennial Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names of the registered delegates to the Biennial Meeting of the Union at least three (3) weeks in advance of the Biennial Meeting.

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any employee who is granted leave under Article 11.01 and shall bill the Union, and the Union shall pay an amount equal to the employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

### **11.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Executive Director shall grant special leave with pay up to a maximum of eighty (80) hours in total for two representatives of the bargaining unit for the purpose of preparing for and attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

### **11.05 Recognition, Rights and Duties of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards. A steward, or her alternate, shall obtain the permission of The Executive Director or her designate before leaving her work to perform her duties as a steward.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify Executive Director or her designate.

The employer agrees to inform new employees that a collective agreement is in effect and with the conditions of employment contained within as they relate to union security and dues check off.

The employer agrees that a union steward will be given the opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty minutes (30) sometime within the first fifteen (15) days of employment for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership and the employees responsibilities and obligations to the Employer and the Union.

#### **11.06 No Loss of Service, Seniority or Benefits**

While on leave for union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved special leave.

#### **11.07 Leave of Absence for Full-time Union President**

**The parties hereby agree that the following shall apply to an employee who is elected or appointed as the full-time President of the Union:**

- 1. An employee who declares her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring her intention to seek the office of President.**
- 2. An employee elected or appointed, as President of the Union shall be given a leave of absence without pay for the term(s) she is to serve.**
- 3. A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs 1 and 2.**
- 4. For the purpose of paragraphs 2 and 3, the leave of absence shall commence on July 1 and end on June 30.**
- 5. All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer.**
- 6. Notwithstanding paragraphs 2 and 5, the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union within a reasonable time.**

7. Upon expiration, the employee shall be reinstated in the position she held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer, at a salary level commensurate with the position previously held. Where no such position is possible, Article 17 shall apply.
8. Notwithstanding paragraph 2 or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
9. Notwithstanding the provisions of the collective agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the employee returns from leave of absence.
10. The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, pension plan, and group insurance premiums made on behalf of the employee during the period of leave of absence.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 Grievances**

- (a) An employee who feels that she has been unjustly treated or considers herself aggrieved by any action or inaction by the Employer, shall first discuss the matter with the Executive Director no later than twenty-five (25) days after the date on which she became aware of the action or circumstance. The employee may have a Steward or alternate present if so desired.
- (b) The Executive Director shall answer the dispute in writing within ten (10) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and referred to the Executive Director in writing.
- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

### **12.02 Union Approval**

Where the grievance relates to the interpretation or application of this collective agreement or an Arbitral Award, the employee is not entitled to present the

grievance unless she has the approval in writing of the union or is represented by the union.

### **12.03 Grievance Procedure**

The following grievance procedure shall apply:

#### Step 1

If the employee(s) or the Union is not satisfied with the decision of the Executive Director the employee(s) may within ten (10) days of having received the Executive Director's written answer, present the grievance in writing to the Executive Director. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

#### Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing to the Board of Directors accompanied by any proposed settlement of the grievance and any replies at Step 1. The Board of Directors shall reply to the grievance in writing within five (5) days of the next Board meeting. If no Board meeting is held within thirty (30) days of the date the grievance was submitted at Step 2, the Union may refer the grievance to Arbitration under Article 13.

### **12.04 Union Referral to Arbitration**

Failing satisfactory settlement at Step 2 or upon expiration of the Employer's response period referred to in Step 2 of the grievance procedure, the union may refer the grievance to arbitration under Article 13.

### **12.05 Union Representation**

In any case where the employee presents her grievance in person or in any case in which a hearing is held on a grievance at any level, the employee shall have the right to be accompanied by a representative of the Union.

### **12.06 Time Limits**

Time limits in this grievance procedure are mandatory. If the Union fails to comply with the time limits, the grievance is deemed to be forfeited and abandoned and cannot be re-opened. If the Employer fails to comply with the time limits, the grievance shall be considered as granted and the Employer shall implement the remedy proposed in the grievance.

### **12.07 Amending of Time Limits**

The time limits set out in the grievance procedure or under Article 13 may be extended by mutual consent of the parties to this Agreement.



## **12.08 Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the employer's Executive Director, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 13. This section shall not apply in cases of individual grievances.

## **ARTICLE 13 - ARBITRATION**

### **13.01 Notification**

After exhausting the grievance procedure, either party may notify the other party of its intention to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Agreement.

### **13.02 Referral to Arbitration**

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.

### **13.03 Single Arbitrator**

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 13.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

### **13.04 Arbitration Board**

If the grievance is to be heard by a three-member arbitration board, the union and the employer shall each appoint a member of the arbitration board within ten (10) days of notice of arbitration in accordance with Article 13.01. Should the appointed members fail to agree upon the appointment of a chair within ten (10) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

### **13.05 Arbitration Procedure**

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

### **13.06 Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An arbitrator may not alter, modify or amend any part of this

Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the employer on an employee.

### **13.07 Arbitration Expenses**

Each party shall pay the fees and expenses of its appointed member and one-half the applicable fees and expenses of the chair or single arbitrator.

## **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

### **14.01 Entries to Files**

- (a) Any formal entry to an employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the employee's personnel file without prior knowledge of the employee affected. The steward in the workplace shall also be made aware of any formal entry to any employee's personnel file.
- (b) **Employees shall have access to their personal files upon reasonable notice. Employees or persons authorized by them in writing shall be entitled to obtain copies of any material on their personal file upon reasonable notice.**

### **14.02 Just cause**

No employee who has completed her probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

### **14.03 Notification of Discharge and Suspension Without Pay**

When an employee is discharged or suspended without pay, the Employer shall within twenty-four (24) hours notify the employee in writing by registered mail or by personal service, and shall notify the Union by Fax or by personal service, stating the reason for the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 1 of the grievance procedure.

### **14.04 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, adverse reports, and adverse employee evaluations. Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of two (2) years from the date it was issued, provided there have not been any further infractions of the same nature.

#### **14.05 Right to Have Steward Present**

An employee shall have the right to have her steward and/or Union representative present at any disciplinary meeting. Where the Executive Director intends to interview an employee for disciplinary purposes, the Executive Director shall notify the employee in advance, in order that the employee may contact her steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.

#### **14.06 Joint Consultation**

The parties agree to joint consultation on matters of common interest.

#### **14.07 New Policies and Existing Regulations**

The Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Employer in such a way as to affect employees covered by this Agreement, until such time as the Union has been given a reasonable opportunity to consider and consult with respect to the policy in question.

### **ARTICLE 15 – RESIGNATION AND TERMINATION**

#### **15.01 Notice of Resignation**

An employee desiring to terminate her employment shall give a minimum notice of ten (10) working days in writing to the Executive Director. However, the Executive Director may accept a shorter period of time. The Executive Director shall acknowledge the resignation in writing.

#### **15.02 Compensation for Entitlements**

All employees shall be compensated for salary, overtime, and vacation entitlements not taken up to the date of termination, provided all recording is determined by the Executive Director to be complete and up to date.

#### **15.03 Compensation for Employer**

Employees shall compensate the Employer if the above entitlements have been taken in excess.

### **ARTICLE 16 - SENIORITY**

#### **16.01 Definition of Seniority**

- (a) "Seniority" - means the length of continuous employment dating from the last date of hire within the bargaining unit.
- (b) Seniority shall operate on a program-wide basis.

## **16.02 Seniority Information**

The Employer shall post a current seniority list on April 1st of each year.

## **16.03 Loss of Seniority**

An employee shall lose all accumulated seniority if:

- (a) she is discharged for just cause and is not reinstated.
- (b) she resigns
- (c) she is laid off for more than two (2) consecutive years without recall.

## **ARTICLE 17 - LAYOFF AND RECALL**

### **17.01 Layoff**

Employees shall only be laid off because of reorganization, lack of work or lack of funds, provided that the Employer makes every reasonable effort to secure funding.

### **17.02 Union Consultation**

Where employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an employee(s).

### **17.03 Layoff Procedure**

Employees shall be laid off in reverse order of seniority according to program.

### **17.04 Notice of Layoff**

- (a) The layoff notices shall include the effective date of layoff and the reasons therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and to the employee (s) who is/are to be laid off.

### **17.05 Recall**

- (a) Employees shall be recalled in reverse order of layoff according to program
- (b) Employees on the recall list shall be given first option in order of seniority of filling any vacancy (-ies), including casual vacancies, providing they

possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.

- (c) An employee entitled to recall shall return to the services of the employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of the employee's same position classification title in which event she will be struck from the recall list. However, an employee's refusal to accept recall to her same position classification title at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere.

#### **17.06 Termination of Recall rights**

The layoff shall be termination of employment and recall rights shall lapse if the layoff last for more than twenty-four (24) consecutive months without recall.

### **ARTICLE 18 - PROMOTIONS, JOB POSTINGS AND TRANSFERS**

#### **18.01 Job Posting: Internal**

- (a) When a new position or vacancy is created within the bargaining unit, the Employer shall post a notice of such new position or vacancy on the staff bulletin board. This shall include all regular positions and vacancies.
- (b) The notice of vacancy shall indicate:
  - (i) the job title;
  - (ii) the category of appointment (regular or term) and the expected duration of the appointment; and
  - (iii) whether the position is full-time or the applicable part-time designation.

#### **18.02 Filling Vacancies**

Where two or more employees apply for a position in the bargaining unit, the Employer shall award the position to the senior qualified candidate, provided they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.

#### **18.03 Job Posting: External**

- (a) Only those positions which cannot be filled with a qualified bargaining unit employee through the process cited above will be available for posting outside the bargaining unit.

- (b) The outside posting for a term or regular position shall be for a minimum of three (3) days.

#### **18.04 Term Employees and Casuals**

Neither term employees nor persons employed on a casual or temporary basis shall be used to avoid filling regular bargaining unit vacancies.

#### **18.05 Time Limits for Filling Vacancies**

- (a) Vacancies in term positions shall be filled within one (1) month of the posting of the term position.
- (b) Vacancies in regular positions shall be posted within one (1) month of the notice of termination, and shall be filled as soon as reasonably possible.

#### **18.06 Return to Former Position**

Permanent employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of the term.

### **ARTICLE 19 - PRESERVATION OF BARGAINING UNIT WORK**

#### **19.01 No hiring outside bargaining unit**

The Employer agrees not to hire persons outside the bargaining unit to perform the same or similar work as employees in the bargaining unit.

#### **19.02 No Contracting Out**

- (a) The Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, without first offering it to bargaining unit members in order of seniority. This does not apply to work or services related to confidential labour relations matters. This collective agreement would not apply to such work.
- (b) Furthermore, the Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, to avoid filling regular or term bargaining unit vacancies.

### **ARTICLE 20 - HOURS OF WORK**

#### **20.01 Hours of Work**

- (a) The normal hours of work shall be thirty-two and one-half (32.5) hours per week (Monday to Friday) consisting of five (5) six and one-half (6.5) hour

shifts exclusive of a one-and-one-half (1 1/2) hour designated meal break and inclusive of two (2) designated fifteen (15) minute breaks. The particular hours shall be specified in each employee's letter of agreement at the time of appointment, and can only be changed by the Employer with four (4) weeks notice. An employee shall not be required to work more than two (2) nights per week.

- (b) Notwithstanding Article 21.01 (a), where, because of the operational requirements of the program, an employee must work outside the normal hours of work, such an employee shall not be required to work more than two (2) nights per week and/or more than two (2) weekend days per month. The requirement to work outside the normal hours or work shall be specified in each employee's letter of agreement at the time of appointment, or may be indicated by the Employer with four (4) weeks notice.

## **20.02 Variation in Hours of Work**

Hours of work, including a flexible working hours schedule, which are at variance with the standard hours as stated in Article 20.01 may be employed providing there is mutual agreement between the Union and the Employer.

## **20.03 Return to Regular Times of Work**

In the event that a flexible working hours schedule provided for in Article 20.02

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in the cost to the Employer: or
- (c) is operationally impractical for other reasons:

the Employer may require a return to regular times of work, in which case the employee (s) shall be provided with sixty (60) calendar days advance written notice of such requirement.

## **20.04 Staff Meetings, Activities and Functions**

Staff are required to attend regularly scheduled staff meetings and other activities as directed by the Executive Director. Such meetings, activities and functions are time worked.

## **20.05 Compensation for Work in Excess of Normal Hours**

- (a) Where, due to operational requirements, an employee is required to work in excess of normal working hours, the employee will keep a record of their overtime hours and will take time off in lieu on a self-assigning basis taking into consideration the ongoing programming and servicing needs of the Agency. Employees will keep a record of their overtime hours and time off in lieu, which shall be reviewed monthly by the Executive Director

who may subsequently revise operational requirements or provide other direction regarding future work.

- (b) All overtime shall be previously approved in writing by the Executive Director.
- (c) Where operational requirements do not permit the employee to be granted time off with pay in lieu of the additional hours worked within a 12-month period, she shall be entitled to receive compensation for such accumulated hours greater than eighty (80) hours. Compensation will be paid once per year, at the employee's regular straight-time rate of pay in respect to the hours greater than eighty (80) hours accumulated as of February 28 in any year for which time off has not been scheduled. If an employee resigns or is terminated, she shall be paid out immediately at the employee's regular straight-time rate of pay in respect to the hours accumulated as of her last day of employment greater than eighty (80) hours.

## **ARTICLE 21 – PAY**

### **21.01 Pay**

The rates of pay as set out in Appendix A shall form part of this Collective Agreement. **Any negotiated wage increases shall be implemented the first pay period after ratification of the Collective Agreement.**

### **21.02 Pay days**

Employees shall be paid on the 15th and 30th day of every month. If the 15th or 30th day falls on a Saturday or Sunday, employees shall be paid on the previous Friday. If the 15th or 30th day falls on a holiday, employees shall be paid on the day prior to the holiday.

### **21.03 Staff Expenses**

Staff expenses are all expenses incurred by staff related to the carrying out of job responsibilities and agreed upon by the Executive Director and employees. This can include, but is not limited to mileage at the rate paid by the provincial government, meals, parking, bridge fare, and miscellaneous House items as per the board policy.

All staff expenses will be reimbursed, provided proper documentation is submitted to the Administrative Assistant by the fifth (5th) day of the month, to be paid by the thirtieth (30th) day of that same month.



## **21.04 Emergency Outlay**

If, in the case of a Veith House emergency, an employee makes an approved major outlay of money, the employee will be reimbursed within two (2) working days.

## **21.05 Memberships in Professional Associations**

The Employer will pay employee memberships in relevant professional or work-related associations annually, as approved by the Executive Director. This annual benefit is limited to one membership per employee.

# **ARTICLE 22 - PAID HOLIDAYS**

## **22.01 Paid Holidays**

(a) Employees shall be granted the following paid holidays:

- |                     |                         |
|---------------------|-------------------------|
| (i) New Year's Day  | (vii) Labour Day        |
| (ii) Good Friday    | (viii) Thanksgiving Day |
| (iii) Easter Monday | (ix) Remembrance Day    |
| (iv) Victoria Day   | (x) Christmas Day       |
| (v) Canada Day      | (xi) Boxing Day         |
| (vi) Natal Day      | (xii) Christmas Eve     |

and any additional public holidays proclaimed by the Federal, Provincial or Municipal governments.

(b) The Employer agrees to close the Veith House each year between Christmas Day and New Year's Day, re-opening on January 2 or the following Monday if January 2 falls on a Friday. The Employer will continue to pay employees for each working day during the closure, and such days shall not be considered as vacation days.

(c) Accommodation for non-Christian religions

Employees who are members of non-Christian religions are entitled to up to three (3) days leave of absence without loss of pay or benefits per calendar year to observe spiritual or holy days. This shall be accomplished by the employee's using compensatory time.

## **22.02 Holiday Falling on Day of Rest**

When a day designated as a holiday coincides with an employee's day of rest, the Employer shall grant the holiday, with pay, the working day immediately following her day of rest.

### **22.03 Holiday Coinciding with Paid Leave**

When a day that is a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

## **ARTICLE 23 – VACATIONS**

### **23.01 Annual Vacation Entitlement**

An employee shall be entitled to receive annual vacation leave with pay:

- (a) each year during her first five (5) years of service at the rate of one and one-quarter (1 1/4) days for each month of service; **(to a maximum of 3 weeks' vacation)** and
- (b) each year after five (5) years of service at the rate of one and two-thirds (1 2/3) days for each month of service; **(to a maximum of 4 weeks' vacation)** and
- (c) each month after ten (10) years of service at the rate of two and one-twelfth (2 1/12) days for each month of service; **(to a maximum of 5 weeks' vacation)**
- (d) Each month after fifteen (15) years of service at the rate of two and one-half (2 1/2) days for each month of service. **(to a maximum of 6 weeks' vacation)**

### **23.02 Fractional entitlement**

If an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased or decreased to the nearest one-half (1/2) day.

### **23.03 Vacation Year**

The vacation year shall be from January 1 to December 31, inclusive.

### **23.04 Vacation Scheduling**

- (a) Except as otherwise provided in this Collective Agreement, an employee's entitlement to vacation leave with pay shall be used within the year in which it is earned and up to March 31st of the following year.
- (b) Where operational requirements necessitate a decision by the Employer to place a restriction on the number of employees on vacation leave at any one time, preference shall be given to employees with greatest length of seniority.

- (c) By mutual agreement between the Employer and employee, vacation days may be granted at times other than scheduled in accordance with this Article.
- (d) Exception -- Pre-school Teachers

The Employer may schedule pre-school teachers for vacation leave with pay during the March break and Christmas break, but any remaining annual vacation leave with pay shall be scheduled in accordance with the rest of Article 24.

### **23.05 Employee Request**

Subject to the operational requirements of the service, the Executive Director shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Executive Director is unable to comply with the employee's written request, the Executive Director or delegated official shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

### **23.06 Unbroken Vacation**

Where operational requirements permit, the Executive Director shall make every reasonable effort to grant to an employee her request to enjoy her vacation entitlement in a single unbroken period of leave.

### **23.07 Vacation Carryover**

Up to five (5) days vacation leave may, with the consent of the Executive Director, be carried over beyond March 31 of the following year, but shall lapse if not used before the close of that year. Requests for carryover entitlement shall be made in writing by the employee to the Executive Director not later than March 31st of the year in which the vacation is earned, provided however that the Executive Director may accept a shorter period of notice of the request. The Executive Director shall respond in writing within two (2) days of receiving an employee's request.

An employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

### **23.08 Illness During Vacation**

If an employee becomes ill during a period of vacation time and such illness is supported by a medical certificate from a legally qualified medical practitioner,

the employee shall be granted sick leave, and her vacation credit restored to the extent of the sick leave. The Executive Director may request a doctor's certificate in this case.

## **ARTICLE 24 - LEAVES OF ABSENCE**

### **24.01 Special Leave**

The Executive Director, in any one year, may grant to an employee:

- (i) special leave without pay, for such period as the Executive Director deems circumstances warrant.
- (ii) special leave with pay for reasons other than those covered under sections 24.02 to 24.17 inclusive, for such period as the Executive Director deems circumstances warrant.

### **24.02 Co-ordination and Approval of Special leaves**

Staff will co-ordinate with, and receive approval from, the Executive Director for special leave, which takes into consideration the ongoing programming and servicing needs of the Employer.

### **24.03 Combination of Leaves**

Any combination of leaves in conjunction with vacation shall be co-ordinated with the Executive Director and shall take into consideration the ongoing programming and servicing needs of the Employer.

### **24.04 Bereavement Leave**

- (a) In the event of a death of immediate family member, the employee will be granted five (5) consecutive days paid bereavement leave with an additional two (2) paid days for travel, if necessary, to mourn the loss of each loved one. An employee's immediate family is comprised of those people with whom the employee has a long-standing, close or intimate relationship. The relationship may be blood, partnership or intimate friend.
- (b) Every employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a client or colleague.
- (c) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (d) The Executive Director may grant special leave for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Executive Director for the death of persons other than the aforementioned family members.

- (e) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave, and be credited the appropriate number of days to her vacation or sick leave credits.

#### **24.05 Emergency Leave**

Two days (2) with pay per annum may be granted to an employee in emergency or other extenuating circumstances. Additional time off, with or without pay, may be granted as necessary by the Executive Director.

#### **24.06 Pregnancy Leave**

- (a) A pregnant employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks, or longer if provided for in the Labour Standards Code,
- (b) An employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than 17 weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant employee shall provide the employer with a least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended at any time by the employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (g) Where notice as required under Article 24.06(f) is not possible due to circumstances beyond the control of the employee, the employee will provide the employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

#### **24.07 Pregnant Employee Rights**

- (a) The Employer shall not terminate the employment of an employee because of her pregnancy.

- (b) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
- (c) Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 24.06 may be granted sick leave in accordance with the provisions of Article 25.

## **24.08 Parental Leave**

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, upon giving the employer four (4) weeks' notice of the date that the employee will begin the leave and the date that the employee will return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- (b) Where notice is required under Article 24.08(a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) Parental Leave Following Pregnancy Leave

The parental leave of an employee who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,

- (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work.
- (ii) shall end not later than thirty-five (35) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks' notice of the date upon which the leave will end. The maximum combined pregnancy leave and parental leave to which an employee is entitled to is fifty-two (52) weeks.
- (d) Parental Leave for Partner

The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 24.08 (c),

- (i) shall begin on such date coinciding with or after the birth of the child as the employee determines and;
  - (ii) shall end not later than fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.
- (e) **Parental Leave for Adoptive Parents**
- An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, This leave,
- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
  - (ii) shall end not later than fifty-two (52) weeks, or longer if provided for in the Labour Standards Code, after the leave began
- (f) If both adoptive parents of a child or children are eligible for parental leave pursuant to article 24.08 (e), the total parental leave taken by both employees shall not exceed fifty-two (52) weeks.

#### **24.09 Rights of Employees on Pregnancy or Parental Leave**

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer at least ten (10) days notice.
- (b) When an employee reports for work upon the expiration of the period referred to in Article 24.06 or 24.08 she shall resume work in the same position she held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave.
- (c) While on pregnancy or parental leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and her service and seniority shall be deemed to be continuous.
- (d) While an employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life and any other employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

#### **24.10 Leave for Birth of Child/or Adoption**

Where an employee's partner gives birth to a child, the employee shall be granted special leave with pay up to a maximum of five (5) days. This leave may be divided into five (5) periods and granted on separate days.

#### **24.11 Compassionate Leave**

Employees employed for more than 3 months are able to take up to 8 weeks unpaid leave during the maximum of a 26-week period to care for a seriously ill family member who has a high risk of dying within that 26-week period.

A family member is:

- Spouse, common-law partner, or domestic partner of the employee
- Child or parent of the employee
- Child of the employee's spouse, common-law partner or domestic partner
- Employees parent's spouse, or common-law partner or domestic partner

Employees jobs are protected while on this leave.

Employees have to provide a medical certificate from a medical professional saying that their family member fits the above description.

Employees can choose to maintain a benefit plan at their expense, offered by the employer, while on the leave.

#### **24.12 Professional Development Leave**

Each employee shall be entitled to professional development leave, with pay, for the purpose of attending conferences, meetings, and/or workshops relative to their work, at the discretion of the Executive Director. As much as possible, money available for professional development shall be equitably distributed amongst employees.

#### **24.13 Education Leave**

Extended education leave without pay may be granted by the Board of Directors for up to one (1) year, taking into consideration the ongoing programming and servicing needs of the Employer.

To be eligible for education leave, an employee must have the equivalent of least two (2) years full-time service with Veith House.

Employees interested in educational leave shall make application in writing to the Board at least three (3) months prior to the date of requested leave.



#### **24.14 Court Leave**

Leave of absence with pay shall be given to every employee who is required to serve on a jury, or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding (including arbitration) authorized by law to compel the attendance of witnesses before it. This provision does not apply to an employee on an unpaid Leave of Absence, except for work-related proceedings.

#### **24.15 Leave for Storms or Hazardous Conditions**

The Executive Director shall determine if Veith House is to be opened or closed during normal working hours in the event of storm or hazardous conditions. For evening or weekend work, the employee(s) directly affected shall determine if the program or service is to be cancelled. The employees shall suffer no loss of pay or benefits in the event of closure due to storm or hazardous conditions.

If a decision is made that the Agency is to remain open, employees will make every reasonable effort to arrive at work.

If an employee is unable to arrive at work, she shall notify the Agency, and no loss of pay shall result, if in the opinion of the Executive Director, all reasonable efforts have been made.

#### **24.16 Leave for Medical and Dental Appointments**

Provided that the employee has sufficient sick leave credits, The Executive Director shall grant an employee paid leave of absence debited against sick leave credits for medical, dental or therapeutic appointment, subject to the following criteria:

- (i) Whenever possible, employees shall arrange medical, dental and therapeutic appointments outside normal working hours.
- (ii) The employee shall notify the Executive Director when she is taking time for medical, dental and therapeutic appointments.
- (iii) If an employee appears to be taking excessive time off for medical, dental or therapeutic appointments, the Executive Director may require proof of attendance at the physician's, dentist's or therapist's office.

#### **24.17 Leave for Family Illness**

In case of illness of a member of an employee's family as defined in Article **24.04**, the employee may be granted, upon approval, after notifying her Executive Director or designate, leave with pay up to five (5) days per annum. Such leave will be debited against sick leave credits.

## **24.18 Notice for Request for Leave**

Requests for leave without pay shall be made to the Executive Director at least two (2) weeks prior to the expected need for leave, except in extenuating circumstances.

## **ARTICLE 25 - SICK LEAVE**

### **25.01 Sick Leave Benefit**

An employee may claim sick leave when she is unable to attend work due to personal illness or injury, provided she has the necessary sick leave credits.

### **25.02 Sick Leave Entitlement**

An employee shall earn sick leave credits at the rate of two (2) days for each calendar month for which she receives pay, to a maximum of twenty-four (24) days per year, cumulative from year to year to a maximum accumulation of one hundred and twenty (120) days. An employee who at the date of signing of this Agreement has accumulated more than one hundred and twenty (120) days shall forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 66.66% under the long-term disability provisions of the group insurance and medical/dental plan referred to in Article **26.01** (a). For each day topped up, the employee's sick leave days shall be reduced by one-half of one day. A part-time employee shall earn sick leave credits at the rate of ten per cent (10%) of hours worked each month, cumulative from year to year. Sick leave credits will be earned beginning with the first day of employment.

### **25.03 Employer Compensation Upon Separation**

If an employee leaves her job having used sick leave credits in advance of earning them, she may be required to repay the Employer for the credits used, but not earned.

### **25.04 Proof of Illness**

After three (3) consecutive days of sick leave, a doctor's certificate may be required.

### **25.05 Fitness to Work**

After six (6) consecutive sick days, before an employee returns to work, the Employer may require a doctor's certificate stating that the employee is in good health and fit to work.

## **25.06 Confidentiality**

Any medical reports shall be considered a confidential matter between the employee and the Executive Director.

## **25.07 Sick Leave Records**

An employee is entitled to be informed, upon request, of the balance of her sick leave.

## **25.08 Notice**

An employee who must be absent due to illness shall endeavor to notify the Executive Director or designate at the earliest possible time.

## **25.09 Term Employee**

A term employee whose contract is renewed shall be entitled to sick leave credits accumulated during the previous period of employment.

## **25.10 Payment for Certificates and Examinations**

Where, pursuant to this Collective Agreement, an employee is required to submit a medical certificate or report, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations, medical certification forms or reports.

# **ARTICLE 26 – BENEFITS**

## **26.01 Group Benefits**

- (a) The Employer will continue to offer to all employees a group insurance and medical/dental benefit plan as exist at the coming into force of this Collective Agreement unless amended by mutual consent. Participation in such plans will be subject to an employee working twenty- five (25) or more hours per week, and meeting any other eligibility requirements as set by the insurance carrier(s).
- (b) Participation in the group insurance benefits package is a condition of employment. Employees covered by another plan may sign a waiver for the dental and/or medical coverage.
- (c) Eligibility for the group insurance benefits package becomes effective after three (3) months of employment.
- (d) All employees who work less than twenty-five (25) hours per week will have the option to arrange a comparable individual health benefits package with the Employer's carrier. If the employee chooses to exercise

this option, then the Employer will contribute the employer's share, as is the practice with full time employees.

- (e) The eligibility requirements, benefits and cost-sharing arrangement between an employee and the Employer are those specifically stated under the applicable insurance contracts.
- (f) The Employer will hold the position of an employee who is in receipt of LTD benefits for a period of two years from the start of the absence unless the Employer determines in the meantime on the basis of medical documentation that the employee will not be returning to work. After that two-year period, and when an employee is able to return to work, the employee will be placed on the recall list for a two-year period.

The Employer and the Union agree **that during the life** of the Collective Agreement a Joint Committee comprised of equal representation between the Employer and the Union will be established to explore viable options relating to the establishment of a Pension Plan for the Employees in the Bargaining Unit.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.01 Occupational Health and Safety Act**

The employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7 (the Act). Any breach of the employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

### **27.02 Joint Occupational Health and Safety Committee**

- (a) The employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the union and the employer in accordance with the Act.
- (b) The Joint Committee will meet and establish its own rules of procedure in accordance with the Act.
- (c) The Joint Committee's responsibilities will include performing any duties required by the Occupational Health and Safety Act, or as the Union and Employer may mutually agree from time to time to assign to the committee.
- (d) An employee who is a member of the committee is entitled to time off from work with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the Occupational Health and Safety Act and regulations, and to carry out the employee's functions as a member of the Committee.
- (e) Time spent pursuant to Article 27.02(d) shall be considered to be time worked.

### **27.03 First-Aid Kits**

The Employer shall provide to employees who require a vehicle in the performance of their duties a first-aid kit to be carried in their vehicles.

### **27.04 Right to Refuse Work and Consequences of Refusal**

In accordance with the provisions of Sections 43 and 44 of the Act, any employee may refuse to do any act at the employee's place of employment where the employee has reasonable grounds for believing that the act is likely to endanger the employee's health or safety or the health or safety of any other person, subject to the qualifications, limitations and procedures defined in Section 43 of the Act.

### **27.05 No Discrimination**

Pursuant to Section 45 of the Act, the Employer shall not take, or threaten to take, discriminatory or other action against an employee because of that employee's assertion of her rights pursuant to this article or pursuant to the Act, or because of compliance with the Act or an order or direction made thereunder.

### **27.06 First-Aid and CPR Training**

In the interests of the occupational safety and health of employees, the Employer will undertake an in-service program of first-aid training and Cardio-Pulmonary Resuscitation (CPR) training.

## **ARTICLE 28 - AMENDMENT**

### **28.01 Amendment**

This Agreement may be amended by the mutual consent of both parties.

## **ARTICLE 29 STAFF REPRESENTATION ON VEITH HOUSE BOARD OF DIRECTORS**

### **29.01 Staff Representation on Board of Directors**

Up to two staff representatives to the Board of Directors of Veith House shall be elected by and from among the Employees on an annual basis. Staff representatives shall be full members of the Board and of any committees to which they are appointed.

The Employer shall grant special leave as requested by the staff representatives of up to a combined total of one hundred (100) hours per year for Board and Committee meetings. Such leave shall be taken as compensatory time off.

## **29.02 Staff Representation on Human Resources Committee**

There shall be staff representation on the Human Resources Committee of the Board.

The Chair of the Committee will determine the issues on which the staff representative has a conflict or perceived conflict of interest and must be excused from the committee's activities on those issues. The Chair of the Committee will always be a non-staff board member.

## **ARTICLE 30 - SUCCESSOR RIGHTS**

### **30.01 Successor Rights**

Where the Employer sells or transfers its business within the meaning of Section 31 of the Trade Union Act:

- (a) The employment of all employees in the bargaining unit shall continue without break or interruption;
- (b) All periods of employment recognized as service by the Employer shall be deemed service with the successor employer for all purposes and all seniority rights of employees shall be preserved and shall continue unaffected by the transfer or sale;
- (c) The successor employer shall be bound by all accrued rights or other rights of employees arising under the Collective Agreement prior to the sale or transfer; and
- (d) The successor employer shall be bound by the Collective Agreement.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.01 Term of Agreement**

**This Agreement shall be in effect for a term beginning January 1, 2012 to December 31, 2013. After December, 2013 this agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new Agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.**

### **31.02 Retroactivity**

- (a) **It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the parties prior to the signing date except for wages. Retroactive wages shall be paid by**

**the Employer within sixty (60) days of ratification of the Collective Agreement by members of Local 67.**

- (b) Members who have left the employment in the bargaining unit between January 1, 2012 and the ratification of this Collective Agreement shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the employer to the employee's last known address given to the employer, that the employer has sixty (60) days in which to claim any retroactive payment.**

IN WITNESS WHEREOF the parties have executed this Agreement the 8th, day of January, 2014.

**Veith House**

**Nova Scotia Government & General  
Employees Union**

Anne Tawse-Smith

Joan Jessome  
President, NSGEU

Susan Kent

David Lawrence  
Chief Negotiator, NSGEU

Stacy Hayman  
Bargaining Committee

Noreen Richard  
Bargaining Committee

**APPENDIX "A"**  
**CLASSIFICATIONS AND WAGE RATES**

	<b>1-Jan-12</b>	<b>1-Jan-13</b>	<b>Wage Amounts Per Semi-Monthly Period 2012</b>	<b>Wage Amounts Per Semi-Monthly Period 2013</b>
Bookkeeper	<b>\$18,579.96</b> <b>\$17.86</b>	<b>\$18,579.96</b> <b>\$17.86</b>	<b>\$774.17</b>	<b>\$774.17</b>
Pre-school Teacher	<b>\$32,785.98</b> <b>\$19.10</b>	<b>\$32,785.98</b> <b>\$19.10</b>	<b>\$1,366.08</b>	<b>\$1,366.08</b>
Community Worker 1	<b>\$40,091.72</b> <b>\$23.72</b>	<b>\$40,091.72</b> <b>\$23.72</b>	<b>\$1,670.49</b>	<b>\$1,670.49</b>
Community Worker 2	<b>\$37,325.63</b> <b>\$22.09</b>	<b>\$37,325.63</b> <b>\$22.09</b>	<b>\$1,555.23</b>	<b>\$1,555.23</b>
Community Social Worker	<b>\$42,767.35</b> <b>\$25.31</b>	<b>\$42,767.35</b> <b>\$25.31</b>	<b>\$1,781.97</b>	<b>\$1,781.97</b>
Maintenance Person	<b>\$13,726.70</b> <b>\$13.21</b>	<b>\$13,726.70</b> <b>\$13.21</b>	<b>\$571.95</b>	<b>\$571.95</b>
Receptionist	<b>\$11,969.82</b> <b>\$11.51</b>	<b>\$11,969.82</b> <b>\$11.51</b>	<b>\$496.74</b>	<b>\$496.74</b>



## **APPENDIX "B"**

### **Signing Bonus**

**The employer shall pay to each member of the Bargaining Unit:**

**For the year 2012, a one time payment of \$250.00 per employee that meet the following criteria: Employee must have been employed by Veith House in 2012, and must still be employed by Veith House. Employees will receive monies on December 15<sup>th</sup>, 2013.**

**For the year 2013, a one time payment of \$250.00 per employee that meet the following criteria: Employee must have been employed by Veith House in 2013, and must still be employed by Veith House. Employees will receive monies on December 15<sup>th</sup>, 2013.**

## **MEMORANDUM ON JOB SHARING**

The Union and the Employer agree to negotiate a Memorandum on Job Sharing upon sixty (60) days notice from either party.

IN WITNESS WHEREOF the parties have executed this Agreement the 8th, day of January, 2014.

**Veith House**

**Nova Scotia Government & General  
Employees Union**

Anne Tawse-Smith

Joan Jessome  
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